



MAYOR

George B. McGill

CITY ADMINISTRATOR

Carl Geffken

CITY CLERK

Sherri Gard

BOARD OF DIRECTORS

Ward 1 – Keith Lau

Ward 2 – Andre' Good

Ward 3 – Lavon Morton

Ward 4 – George Catsavis

At-Large Position 5 – Robyn Dawson

At-Large Position 6 – Kevin Settle

At-Large Position 7 – Neal Martin

AGENDA

Fort Smith Board of Directors SPECIAL STUDY SESSION

May 20, 2019 ~ 6:00 p.m.

**River Park Events Building
East Room, 121 Riverfront Drive**

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:

<http://www.ustream.tv/channel/XqbsvFPFApS>

CALL TO ORDER

1. Discuss Hope Humane Society contract

ADJOURN



OFFICE OF THE CITY CLERK
Sherri Gard, CMC, City Clerk
Heather James, Assistant City Clerk

MEDIA RELEASE

Directors Lavon Morton, Keith Lau, George Catsavis, Kevin Settle, Neal Martin and Andre' Good have called a special study session to be held at 6:00 p.m., Monday, May 20, 2019 at the River Park Events Building, East Room, 121 Riverfront Drive, for the following purpose:

- Discuss Hope Humane Society contract

For agenda information, please contact the City Clerk's Office at 784-2208. Once finalized, the agenda will be posted on the City's website, www.fortsmithar.gov.

A handwritten signature in blue ink, reading "Heather James", written over a horizontal line.

Heather James, Acting City Clerk

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May 20, 2019 Special Study Session

Memo



To: Carl Geffken, City Administrator
From: Jeff Dingman, Deputy City Administrator
Date: 5/15/2019
Re: Hope Humane Society Contract

Included on the May 21 regular meeting agenda for consideration by the Board of Directors is an Ordinance waiving competitive bidding and authorizing the Mayor to execute a contract with the Hope Humane Society (HHS) for animal impoundment & housing services. The previous contract expired earlier this year and has been extended twice while terms of a new contract were discussed with HHS.

The previous contract was a three-year arrangement with HHS' predecessor organization (the Sebastian County Humane Society). The significant differences between the prior agreement and one presented for approval are:

1. The term of the contract for one year with two one-year options for extension for the City, instead of the three-year term of the previous agreement. This change was to allow the City to verify that all obligations are being met satisfactorily on an annual basis, due to the fact that the HHS is currently undergoing operational restructuring and management changes.
2. The payment for the contract is a flat fee of \$650,040 (or \$54,170 per month). This is set as a flat fee instead of the variable amount of the previous contracts that was based on counting impoundment days for animals brought to the shelter by Animal Control. The amount itself is also considerably more than the annual amounts paid for animal shelter services in the past (2018: \$268,135; 2017: \$317,963; 2016: \$190,909). This amount is recommended by Administration after evaluating the HHS's current operating needs against the significant capital and operating costs associated with the alternative of the city building/owning/operating its own animal shelter.
3. The Contract requires that the HHS set a maximum number of 300 animals housed at the facility at any one time and specifies portable/travel kennels will not be used to confine animals.
4. The City specifies that the HHS provide monthly financial reports to the City and accommodate random monthly inspections of the facility by the City Administrator (or designee).
5. The contract specifies that the City and the HHS will collaborate in the ongoing operations of the Animal Control function, including education and support of Animal Control Officer personnel.
6. The contract specifies that if the City commissions a third-party consultant to examine all aspects of the provision of animal control, animal sheltering, and animal licensing services and options, the HHS will cooperate and fully participate in that process so that the best possible solution can come out of that process.

Please contact me if you have questions regarding this agenda item.

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION
REQUIRING THE WAIVING OF COMPETITIVE BIDDING AND
AUTHORIZING EXECUTION OF A CONTRACT WITH HOPE
HUMANE SOCIETY FOR ANIMAL IMPOUNDMENT SERVICES

WHEREAS, the City of Fort Smith, seeks services for animal impoundment and housing in support of its Animal Control program; and

WHEREAS, the Hope Humane Society is the only organization in the area that operates an animal shelter in Fort Smith capable of providing such animal impoundment services to the City.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the governing body of the City of Fort Smith, Arkansas that:

Section 1. An exceptional situation is declared to exist requiring the waiving of competitive bidding with reference to a contract for animal impoundment and housing services for the City of Fort Smith.

Section 2. The Mayor, his signature being attested by the City Clerk, is authorized to execute a contract with the Hope Humane Society for impoundment and housing services for a period of one year, i.e., June 1, 2019 through May 31, 2020, with the provisions identified in the attached contract, which is hereby adopted by reference and incorporated herein.

Approved and adopted this 21st day of May 2019.

MAYOR

George B. McGill, Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney, NPR

CONTRACT

THIS CONTRACT MADE AND ENTERED INTO this _____ day of _____, 2019 by and with the City of Fort Smith, hereinafter referred to as the “City” and the Hope Humane Society, hereinafter referred to as “HHS”.

In exchange of the mutual consideration set forth herein, the parties agree as follows:

1. Pursuant to the terms set forth, HHS agrees to provide an impoundment facility for animals for the benefit of the City and, as described herein, the City agrees to provide payment to HHS for the providing of such impoundment facility. The City acknowledges that the HHS may provide similar services to other cities and government agencies.
2. Term. Subject to the termination rights provided in this section, the term of this Contract shall commence on June 1, 2019 and shall continue through May 31, 2020. The term may be extended up to two times for additional one-year terms at the City’s discretion upon verification that the HHS has met its obligations as set forth herein. Either party, in its sole discretion and after providing thirty (30) days written notification to the other party, may terminate this Contract with or without cause.
3. Payment by the City. The City will pay for the services of HHS an annual sum of six hundred fifty thousand forty (\$650,040.00) dollars for services enumerated herein. Such amount shall be paid in twelve equal monthly payments of fifty-four thousand one hundred seventy (\$54,170.00) dollars each.
4. Obligations of the HHS.
 - a. HHS will furnish all facilities, employees, administration, maintenance, utilities, food, veterinarian and other services for impound animals and be responsible for any and all other expenses, except as otherwise provided in this Contract, necessary to operate the impound facility. The impoundment facilities shall consist of the admission building and other facilities at 3800 Kelley Highway in Fort Smith. The facilities shall be properly maintained at all times during the term of this Contract and, although the facilities may be enlarged by the addition of presently non-described facilities, at no time shall the facilities be reduced to less than those currently existing.
 - b. HHS recognizes that the facilities shall be considered a City impoundment facility for the purposes of the Fort Smith Municipal Code. HHS shall comply with the animal care provisions set forth in the Fort Smith Municipal Code, which may be amended from time to time. At no time will HHS change their mission or core functions that conflict with this Contract or the Fort Smith Municipal Code.
 - c. The HHS will accept and impound animals delivered by the City’s Animal Control Officers, any resident of the City or others as authorized by the Fort Smith

Municipal Code and shall maintain said animals according to the Fort Smith Municipal Code. Such animals shall receive medical treatment if necessary and housed in a safe and appropriate manner. Such animals may include canines, felines (feral or domestic), livestock and wildlife except for skunks. Skunks will be transported and released by Animal Control Officers at a pre-determined location. All animals classified as wildlife will be held in accordance with Arkansas Game and Wildlife regulations and the conditions set forth above.

- i. Injured or diseased animals will be examined by the HHS manager as to the extent of the injury or disease. Injured or diseased animals capable of being held in reasonable comfort will be held the complete holding period.
 - ii. Severely injured or diseased animals may be subject to euthanasia prior to the completion of the holding period when necessary to prevent animal suffering. Such decisions are in the sole discretion of certified staff of HHS.
 - iii. Vicious animals will be subject to euthanasia as outlined in the Fort Smith Municipal Code, which may be amended from time to time, unless being quarantined for rabies observation.
 - i. HHS personnel administering euthanasia shall secure and maintain certification through the Arkansas State Animal Control Association or other similar organization.
- d. HHS agrees to the release of impounded animals pursuant to the provisions of the Fort Smith Municipal Code, which may be amended from time to time. Capture and impoundment fees shall be collected pursuant to the provisions of the Fort Smith Municipal Code.
- e. HHS shall comply with the sterilization provisions of A.C.A. §20-19-103.
- f. Animals impounded for cruelty violations must be seen by a veterinarian as soon as possible after the impoundment. A written record of the evaluation and all activities relating to the event will be kept for any legal proceedings which may be sought.
- g. HHS shall designate a specific number of animals as the impoundment facilities maximum, but in no time shall that number of animals impounded or housed be greater than three hundred (300) animals at the HHS facility at 3800 Kelley Highway.
- h. Where feasible, HHS shall comply with applicable guidelines of the Humane Society of the United States for the care of animals impounded at HHS facilities, including the following standards:
 - i. All animals shall be humanely treated;
 - ii. Animals shall be provided with sufficient water and food daily;

- iii. Animals shall not be confined to one (1) area in such number that access to food, water and appropriate bedding is not readily accessible;
- iv. Any animal kept in an enclosure must be able to stand, turn or stretch to its full length;
- v. Walking or running exercise will be offered on a regular basis; and
- vi. Portable/travel pet kennels shall not be used to confine animals.

5. Monthly Reporting.

- a. HHS will provide a monthly report concerning animals accepted from City residents and Animal Control Officers by category for Dogs, Cats, and Others containing the following information:
 - i. Number of strays admitted by Animal Control Officers;
 - ii. Number of strays admitted by citizens;
 - iii. Number of quarantine admissions by HHS personnel;
 - iv. Number of animals cleared from quarantine by a licensed veterinarian;
 - v. Number of animals held for cruelty cases and/or property owner surrenders;
 - vi. Number of animals reclaimed by owners;
 - vii. Number of adoptions through HHS;
 - viii. Number of animals euthanized and specific reasons therefore;
 - ix. Current number of animals in the shelter.
- b. HHS shall provide the city monthly financial reports, including but not limited to standard non-profit accounting, cash position, projected cash flows, and reports containing information regarding revenues, expenditures, loans, donations, and the fund balance of any and all trust funds, savings accounts, or similar funds or accounts. A separate financial report shall also be provided that accurately details the revenues and expenses attributed to the impoundment, treatment, housing and adoption of animals on behalf of the City via this Contract.
- c. The HHS shall accommodate random inspections of its impoundment and treatment facilities by the City Administrator or his/her designee. The random inspections will be held no less than monthly.

6. Obligations of the City or its Animal Control Officers.

- a. The City will be responsible for all animals seized by Animal Control Officers from the time such animals are taken up until delivery to the impoundment facility, at which time HHS will assume responsibility for the impoundment of the animals.
- b. Animal Control Officers responsible for the collection of severely injured animals outside of HHS regular business hours will contact the HHS shelter manager or executive director to receive a determination regarding the necessity for immediate

veterinary attention at a local emergency care facility selected by the HHS. When it is decided the animal should be seen by an emergency care facility, it is agreed between the City and the HHS that the City will bear the cost incurred as a result of the medical attention provided by the emergency care facility. The Animal Control Officer will clearly indicate on the impound receipt where the animal was taken and what action was required.

- c. Animal Control Officers shall maintain a list of all animals having been immediately euthanized due to injuries or disease and all stray companion animals picked up already deceased. Said list shall give a description of the animal, where it was picked up, when it was picked up and the disposition of the animal.
 - d. Animal Control Officers will keep HHS personnel informed of the status of any legal proceedings relating to animals impounded at the facility. To expedite animals being returned to their owner, Animal Control Officers will carefully check each animal picked up for microchips or other evidence of identification that might lead to an owner being contacted. Any relevant information will be clearly documented on the Animal Control Officer's impound slip submitted to HHS personnel. HHS personnel will contact the owner to pick up the animal.
 - e. The City agrees that the officers of the Fort Smith Police Department, according to schedule and dispatching decisions in the sole discretion of the City, may be made available to assist City Animal Control Officers and employees of HHS for the purpose of enforcing and administering the animal control ordinances of the City.
 - f. In accordance with the sterilization provisions of A.C.A. §20-19-103 (Repl. 2005), the City of Fort Smith will release all impounded dogs only (i) to the owner of the dog prior to delivery to HHS; or (ii) to HHS.
 - g. Animal Control Officers will work collaboratively with HHS and its staff and at no time shall an Animal Control Officer behave in a rude or offensive manner. Such behavior, if validated, shall result in discipline up to and including, termination.
 - h. Animal Control Officers will clean and maintain the Animal Control vehicles and equipment in a safe and sanitary manner. After an animal is transported by Animal Control, all holding areas will be cleaned with disinfectant.
7. The HHS and the City agree to collaborate in the ongoing treatment and operation of the Animal Control Officer program, specifically including education and training of Animal Control officers.
8. The HHS agrees to fully cooperate and deliberate with any third-party consultant that may be contracted by the City to investigate, survey, analyze, audit and recommend operating policies and procedures for the provision of municipal Animal Services and Operations,

animal licensing, and the humane treatment of animals for the benefit of the residents of the City of Fort Smith and its surrounding region.

9. Default and Enforcement. If either party to this Contract makes a determination that the other party is in default of any of that party's duties and obligations under the Contract, the first party shall issue a written notification describing the alleged default and shall cause the same to be delivered to the defaulting party. Any party receiving such a notice shall have the period of ten (10) days in which to cure, remedy the described default or to respond in writing to the first party. Unless resolved by the written response, the representatives of the parties shall meet to discuss a resolution of the dispute within thirty (30) days of the original notice. Both parties to this Contract reserve all legal rights and remedy with reference to enforcement of this Contract.
10. Because HHS will be receiving monies from the City under this Contract, the HHS understands that its records and meetings relating to monies received and services provided under this Agreement may become subject to the provisions of the Arkansas Freedom of Information Act.

THIS CONTRACT EXECUTED PURSUANT TO ORDINANCE NO. _____ of the Governing Body of the City of Fort Smith and pursuant to the authorization of the Governing Body of the HHS adopted on _____, 2019.

CITY OF FORT SMITH

MAYOR

ATTEST:

City Clerk

HOPE HUMANE SOCIETY

PRESIDENT, BOARD OF DIRECTORS

ATTEST:

Secretary